



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION No. 11417-1426 Filed 1426

DEC 31 1980 - 3 40 PM

December 22, 1980

INTERSTATE COMMERCE COMMISSION

0-365A382

DEC 30 1980

Fee \$ 20.00

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Filing of Supplementary Rider No. 3 ("Rider") dated as of October 4, 1979 to Car Leasing Agreement 0485 ("Lease") between North American Car Corporation ("NAC") and Apollo Technologies, Inc. ("Lessee")

Dear Madam:

Enclosed for recording under 49 U.S.C. Section 11303 are an executed counterpart and four certified true copies of the Rider, which has been assigned to General Electric Credit and Leasing Corporation ("Assignee"), pursuant to a Bailment Agreement and Assignment of Leases ("Bailment Agreement") dated as of December 18, 1978 and amended on November 15, 1979 and recorded with the Interstate Commerce Commission on January 23, 1980, under Recordation No. 11417. Please record this Rider under that Recordation number.

The equipment is covered in the Rider and the names and addresses of the parties are as follows. The address of the Lessor, North American Car Corporation, is 222 South Riverside Plaza, Chicago, Illinois 60606 and the address of the above named Lessee is One Apollo Drive, Whippany, New Jersey 07981. Please cross index this filing against the name of that Lessee.

The Rider supplements the Lease by subjecting the equipment described in the Rider to the terms of the Lease, thereby leasing the same to the Lessee. The Bailment Agreement provides that NAC shall hold, lease, maintain and perform certain administrative and other services with respect to the equipment covered by the Lease and that NAC assigns to Assignee all its interest in, but not its obligations under, the Lease (including amounts received or credited for mileage compensation relating to that leased equipment). The equipment covered by the Lease has been or is to be sold to Assignee.

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TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

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Also enclosed is a check payable to the Interstate Commerce Commission in the amount of \$20 for the required recording fee. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. Section 11303, you are hereby requested to duly file one certified true copy for record in your office, cross-indexing the same so stated above, and to return the executed counterpart and the remaining three certified true copies, the Secretary's Certificate of Recording, and related fee receipt, to the messenger making this delivery.

If you have any questions, please contact the undersigned.

Very truly yours,



Edward H. Soderstrom, II
Assistant Secretary

enclosure

11417 HHS
RECORDATION NO. 11417 Filed 1425

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C E R T I F I C A T E

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 3 to Car Leasing Agreement 0485 between North American Car Corporation and Apollo Technologies, Inc. dated October 4, 1979 to the original of such Rider and that this copy is a true and correct copy in all respects.

Hebra A Kelly

(SEAL)

My Commission Expires December 31, 1981.

KEEP

ICC FILE COPY

11417-66666666

RIDER NO. 1
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 0485

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
One (1)	PD 4000 covered hopper car, for shipment of Silica Flour/ Manganese (NAHX 390129)	\$610.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

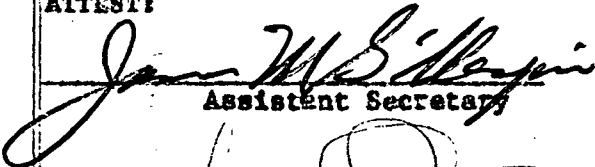
For each mile in excess of 30,000 x days in service
365
covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.55 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 280.5 as was reported for July, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 4th day of October, 1979.

ATTEST:

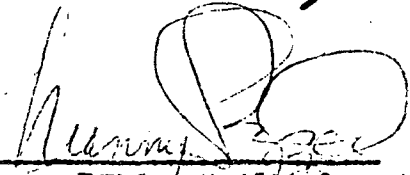

Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By

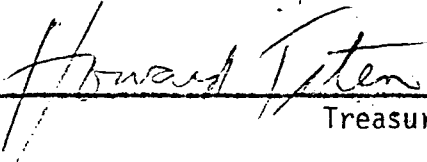

Sr. Vice President

ATTEST:


Manager Transportation Operations

APOLLO TECHNOLOGIES, INC.

By


Treasurer

"This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy, marked "ORIGINAL"

CAR LEASING AGREEMENT 0485
RIDER NO. 3

State of Illinois)
) SS:
County of Cook)

On this 23rd day of October, 1971, before me personally appeared H.R. Platt, to me personally known, who, being by me duly sworn, says that he is a Police President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Gen. Catalano
Notary Public
My Commission expires 8-14-83

(Notarial Seal)

State of New Jersey)
County of Morris) SS:

On this 6th day of February, 1980, before me personally appeared Howard Titen to me personally known, who, being by me duly sworn, says that he is a Treasurer of Apollo Technologies, Inc., that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rosalie P. Como
Notary Public
My Commission expires 10-21-81

(Notarial Seal)